

CANCELLED BY AUTHORITY. RECORDED IN BOOK

6 PAGE 418  
THIS 19 DAY OF Feb. 19 92

W. E. Davis

Chancery Clerk

NOTICE OF MATERIALMAN'S, CONTRACTOR'S OR LABORER'S LIEN  
TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

PLEASE TAKE NOTICE that BILLY C. RAY DBA RAY & ASSOCIATES is claiming a Construction Lien against the property of CELIA FILGO UNDER Section 85-7-131 Miss. Code Ann. as follows:

1. The property subject to this lien is described as follows: Lot 5, Heritage Oaks Subdivision, DeSoto County, Mississippi, as per plat Book 35, Page 34.

2. The lienholder is Billy C. Ray dba Ray and Associates

3. The owner of the lot is Celia Filgo.

4. The amount of the lien is \$23,076.10 less & except app. \$800.00 for final bills outstanding & not paid.

5. The lienholder made and entered into a Construction Agreement dated February 13, 1990 and the basis of this claim is said Construction Agreement as attached hereto.

Billy C. Ray  
Billy C. Ray dba Ray & Associates

STATE OF MISSISSIPPI

COUNTY OF DESOTO

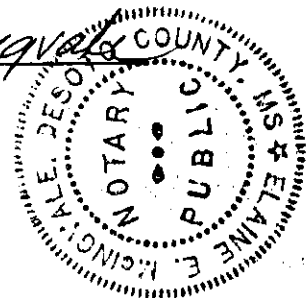
PERSONALLY appeared before me the undersigned in and for the aforesaid jurisdiction the within named Billy C. Ray dba Ray & Associates, who acknowledged on and for its behalf he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 6th day of September, 1990.

Elaine E. McInnis  
Notary Public

My Commission Expires:

8/6/94



CONSTRUCTION AGREEMENT

For, and in consideration of \$ 150,000, I, the undersigned Contractor, do hereby agree to furnish all labor and materials and to construct a dwelling in accordance with (FHA-VA) approved plans and specifications.

This dwelling shall be constructed in a workmanship like manner within 180 days after approval of undersigned purchaser's application on a plot owned by the purchaser and described as:

Lot #5: Heritage Oaks - Hernando Miss

## PROVISIONS:

1. Purchaser will apply and obtain a loan in the amount of \$ 80000.00 for a term of 30 years.
2. Any and all special liens and/or assessments shall be paid in full prior to closing date.
3. Closing costs, not including discount and escrow, shall be paid by the Purchaser at time of closing. Purchaser to be reimbursed by airport authority
4. The discount charged by the mortgages shall be paid by the Purchaser (If VA Loan, Contractor must pay).
5. The escrow account will be established by the Purchaser.
6. If the Purchaser's application fails to qualify for the loan applied for, any earnest monies will be refunded and agreement will be null and void.

WITNESS OUR SIGNATURE, THIS THE 13 DAY OF February, 1990

Billy C. Ray  
CONTRACTOR

Colia A. Filgo  
PURCHASER

Notary Public

Jane B Walker  
My commission expires August 27, 1991

Dated this 13th day of February 1990



9/3/90

Contractors Cost for Lot #5 - 1340 Thousand Oaks Dr. - Hernando, Ms.  
Custom Built Home for Celia Filgo.

The following items are payments made by Celia Filgo to Vendors and  
Suppliers of Ray and Associates Home Builders, also payments made  
to Sub-Contractors of Ray and Associates.

Building Permit & All Builders Risk Insurance	\$ 1,500.00
Soil Treatment	397.50
Eddie Tello - Concrete Slab	7,228.80
Bill Bailey - Framing	2,500.00
Bill Bailey - Framing	1,600.00
Tim Mote Plumbing	1,713.67
Ray and Associates	4,567.68
Whittington Lumber Company	10,916.74
Bill Bailey - Framing	2,020.00
Tobey Novey - Painting	1,000.00
Albert Brooks - Roofing Labor	1,036.00
Bill Bailey - Framing Final	172.00
Lee King Insulation	1,904.00
James Holliman - Heat & Air and Electrical	70% 7,206.08
Tim Mote Plumbing	1,713.67
Fischer Lime & Cement - Windows	2,754.19
Rex McCammon - Sheetrock	2,500.00
Ray and Associates	4,595.18
Rex McCammon - Sheetrock	2,240.60
Garrett Cabinets	3,000.00
Tobey Novey - Painting	400.00
Metalaire Louver Company	73.43
Eliot Whittington	775.22
S & W Masonry - Wayne Follis - Brick Labor	2,000.00

**CUSTOM HOMES**

• Exceptional Quality At An Affordable Price •

Cont'd

Contractors Cost, payments paid by Celia Filgo on Lot #5, 1340 Thousand Oaks Dr., Hernando, Ms.

Leroy Deese - Trim Labor	800.00
S & W Masonry - Wayne Follis - Brick Labor	1,500.00
North Miss. Driveway (1) load of sand	194.28
Thomas Tello - Clean-up, yard and house	250.00
S & W Masonry - Wayne Follis - Brick Labor	1,013.50
Tobey Novey - Painting	500.00
Ray and Associates	1,467.69
Garrett Cabinets	1,115.10
Telco - Thomas Tello - Septic Tank	2,300.00
Leroy Deese Paid out to Mr. Deese by Ray and Associates Ck #352	
and then re-imbursed to us by Celia Filgo	1,500.00
Tobey Novey - Painting	1,200.00
Ray and Associates Re-imburement check for Mr. Deese's Ck #1,500.00)	
Ballard Door - Garage Door and Auto Opener	875.00
T & W Custom Tops - Formica Tops	595.51
Modern Door & Hardware	196.86
Desoto County Health Dept. - Septic Tank Permit	35.00
Eliot Whittington Lumber Co.	498.20
Shelby Lime & Cement	3,827.09
Albert Brooks Roofing - Flashing Chimney	40.00
Dyke, Ind's - House trim, exterior and interior doors	10,459.59
McDonald Bros. - Kitchen Appliances	1,961.02
Tim Mote Plumbing	2,046.72
Miss. Valley Gas - Service Line	314.82
Ray and Associates	2,977.63
Eddie Tello - concrete driveway, walks & patio	6,537.60
City of Hernando - Water Tap	265.00
Desoto Culvert - driveway culvert	147.34
Miss. Power & Light - Service Line	201.87
Miss. Power & Light - monthly service	12.22
W. A. Oyler - Jacuzzi (Master Bath & all vanity tops)	2,149.28
Carter Tile Co. - ceramic tile	2,397.00

Cont'd  
Contractors Cost, payments paid be Celia Filgo on Lot #5, 1340 Thousand Oaks Dr., Hernando, Ms.

James Holliman - Heat & Air and Electrical 30%	\$3,344.64
Miss. Power And Light - monthly service	46.72
Dyke Ind's - Bal. due House Trim	2,875.84
Fischer Lime & Cement	12.33
Dehoney's Carpet - Carpet, kitchen vinyl & hardwood	6,165.73
Leroy Deese - trim labor	800.00
Tobey Novey - painting	1,000.00
Ricky Broadway - grading on lot	540.00
Farris Glass Co. - House Mirrors	796.03
Magnolia Lighting Co. - House Lights	<u>1,749.53</u>

Total \$128,523.90

less -  
extra garage slab

- 1,600.00  
\$126,923.90

STATE MS.-DE SOTO CO.  
FILED  
SEP 6 9 52 AM '90  
RECORDED 9-6-90  
DEED BOOK 6  
PAGE 22  
W.E. DAVIS CH. CLK.